

**State:** Arkansas  
**TOI/Sub-TOI:** A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium  
**Product Name:** Application  
**Project Name/Number:** /

**Filing Company:** SunAmerica Annuity and Life Assurance Company

## Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company  
Product Name: Application  
State: Arkansas  
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable  
Sub-TOI: A02.1G.002 Flexible Premium  
Filing Type: Form  
Date Submitted: 08/20/2012  
SERFF Tr Num: SALA-128642542  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: ASA-579EL (5/12)

Implementation  
Date Requested:  
Author(s): Tina Smith, Aly Lopez  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 08/28/2012  
Disposition Status: Approved-Closed  
Implementation Date:

State Filing Description:

**State:** Arkansas  
**TOI/Sub-TOI:** A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium  
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## General Information

Project Name: Status of Filing in Domicile: Authorized  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments: Domiciliary state, Arizona, exempts this filing per ARS 20-1110.F and R20-6-218.  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Group Market Type: Discretionary Overall Rate Impact:  
Filing Status Changed: 08/28/2012  
State Status Changed: 08/28/2012  
Created By: Aly Lopez  
Corresponding Filing Tracking Number: Deemer Date:  
Submitted By: Aly Lopez

### Filing Description:

The mentioned out-of-state group annuity Application form is being submitted for your review and approval. It is not a new form and is not intended to replace any application form previously approved by your Department. The application is to be used with approved annuity contracts when appropriate.

The submitted application form is similar to the previously approved application form ASA-579E (11/10) approved on 2/14/2011 under filing #47877.

The changes from the previously approved version for ASA-579EL (5/12) are the changes in address masthead, the addition of an optional benefit in section 6, the instructional clarification under section 9c and addition of agent disclosure in section 10. Other than the mentioned changes and form number the Application verbiage remains the same as the approved version.

We have provided a redline copy of the changes for your ease in review.

The application forms achieve a readability score of 50.9.

To the best of our knowledge and belief, this submission is in compliance with the statutes and regulations of your state and contains nothing that had been previously objected to or disapproved by your department. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

If you have any questions regarding this filing, please call me at the following toll free telephone number (800) 871-2000 x6195 or fax (310) 772-6569 or email alopez@sunamerica.com.

## Company and Contact

### Filing Contact Information

Aly Lopez, Contract Analyst II  
1999 Ave of the Stars  
37th Floor  
Los Angeles, CA 90701

alopez@sunamerica.com  
800-871-2000 [Phone] 6195 [Ext]  
310-772-6569 [FAX]

**State:** Arkansas  
**TOI/Sub-TOI:** A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium  
**Product Name:** Application  
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**Filing Company Information**

SunAmerica Annuity and Life  
Assurance Company  
1999 Ave of the Stars  
37th Floor  
Los Angeles, CA 90067  
(800) 871-2000 ext. [Phone]

CoCode: 60941  
Group Code: 12  
Group Name: AIG  
FEIN Number: 86-0198983

State of Domicile: Arizona  
Company Type: Annuity  
State ID Number:

**Filing Fees**

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: 1 form @\$50 per form  
Per Company: No

Company	Amount	Date Processed	Transaction #
SunAmerica Annuity and Life Assurance Company	\$50.00	08/20/2012	61825539

<b>State:</b>	Arkansas	<b>Filing Company:</b>	SunAmerica Annuity and Life Assurance Company
<b>TOI/Sub-TOI:</b>	A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium		
<b>Product Name:</b>	Application		
<b>Project Name/Number:</b>	/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/28/2012	08/28/2012

<b>State:</b>	Arkansas	<b>Filing Company:</b>	SunAmerica Annuity and Life Assurance Company
<b>TOI/Sub-TOI:</b>	A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium		
<b>Product Name:</b>	Application		
<b>Project Name/Number:</b>	/		

## Disposition

Disposition Date: 08/28/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Redline		Yes
Form	Deferred Variable Annuity Application/Enrollment Form		Yes

<b>State:</b>	Arkansas	<b>Filing Company:</b>	SunAmerica Annuity and Life Assurance Company
<b>TOI/Sub-TOI:</b>	A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium		
<b>Product Name:</b>	Application		
<b>Project Name/Number:</b>	/		

## Form Schedule

Lead Form Number:							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		ASA-579EL (5/12)	AEF	Deferred Variable Annuity Application/Enrollment Form	Initial:	50.900	ASA-579EL (5-12) CLN 8-14-12.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

# Deferred Variable Annuity Application/Enrollment Form ("Application")



**SunAmerica Annuity and Life Assurance Company**  
21650 Oxnard Street, Suite 750  
Woodland Hills, CA 91367-4997  
Domicile State: Arizona

**New Business Documents**  
with checks:  
P.O. Box 100330  
Pasadena, CA 91189-0330  
without checks:  
P.O. Box 54299  
Los Angeles, CA 90054-0299

overnight with checks:  
Building #6, Suite 120  
2710 Media Center Drive  
Los Angeles, CA 90065  
without checks:  
21650 Oxnard Street, Suite 750  
Woodland Hills, CA 91367-4997

☎ 1-800-445-7862  
💻 [www.sunamerica.com](http://www.sunamerica.com)

Please print or type.

## 1 Product Selection *Solicitation state indicates the state in which this Application is signed.*

Product name: Polaris Platinum III Solicitation state: Your state

## 2 Owner(s) / Participant(s) ("Owner") Information

Name John Doe ☒ Male ☐ Female

Address 123 Any street Any City, CA 12345

Birth Date 3/1/1976 SSN 123-45-6789 Phone (310) 555-5555 Email my email@home.com

Joint Owner (if applicable)

Name Jane Doe ☐ Male ☒ Female

Address 123 Any street Any City, CA 12345

Birth Date 6/10/1976 SSN 111-12-3456 Relationship to Owner spouse Phone (310) 555-5555

## 3 Annuitant(s) Information

Name John Doe ☒ Male ☐ Female

Address 123 Any street Any City, CA 12345

Birth Date 3/1/1976 SSN 123-45-6789 Phone (310) 555-5555 Email my email@home.com

Joint Annuitant (if applicable)

Name Jane Doe ☐ Male ☒ Female

Address 123 Any street Any City, CA 12345

Birth Date 6/10/1976 SSN 111-12-3456 Phone (310) 555-5555

ANNUITY PAYMENTS AND VALUES PROVIDED BY THE CONTRACT, WHEN REDEEMED ARE VARIABLE, ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT, AND MAY BE WORTH MORE OR LESS THAN THE TOTAL AMOUNT INVESTED.

For applicants in Alaska only: If You are not satisfied with the Certificate, You may return it to Our Annuity Service Center or to the agent through whom it was purchased within 10 days (30 days if the Certificate replaced any other life insurance or annuity contract(s)) after You receive it. The Company will refund the greater of Purchase Payment(s) paid or the Certificate Value on the business day during which the Certificate is received. If the Certificate replaced any other life insurance or annuity contract(s), the Company will refund the Certificate Value on the business day during which the Certificate is received. Upon any refund, the Certificate shall be void. Upon your written request, we will provide you with factual information regarding benefits and provisions of the annuity Certificate within 10 days.

For applicants in Arizona only: Upon your written request, we will provide you, within a reasonable period of time, factual information regarding the benefits and provisions of the variable annuity Contract for which you are applying. If for any reason you are not satisfied with the Contract, you may return the Contract within ten days (30 days if you are age 65 or older on the date of the application or if the Contract replaced any other life insurance or annuity contract(s)) after you receive it. You will receive an amount equal to the sum of (1) the difference between the premiums paid and the amounts allocated to any account under the Contract and (2) the Contract Value on the date the returned Contract is received by our Company or agent. Upon such refund, the Contract will be void.

#### 4 Beneficiary Information

If the beneficiary type is not selected, the beneficiary will be designated as "primary." Multiple beneficiaries will share the death benefit equally unless otherwise specified. For non-individually owned, custodially held IRAs, 457, and qualified plans, if no beneficiary is listed, the beneficiary will default to the Owner listed on this Application.

Name (First, MI, Last)	Birth Date/ Trust Date	Beneficiary Type	Relationship	SSN/TIN	%
John Doe Jr	7/15/2007	Primary	Son	111-11-1111	100%

#### 5 Contract/Certificate ("Contract") Type and Source of Funds

Initial payment: Make check payable to SunAmerica Annuity. If this is a 1035 Exchange or transfer, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application. See prospectus for minimum Purchase Payment amounts.

Type of Plan: Non-Qualified

Source of Funds:

☒ 1035 Exchange

☐ Transfer

☐ Rollover

☐ Contribution

IRA Tax Year: \_\_\_\_\_

#### 6 Benefit Elections

I am electing an optional living benefit  
I am electing an optional death benefit

☒ Yes ☐ No  
☒ Yes ☐ No

Once elected by the Owner, optional benefits may not be changed or terminated (with the exception of living benefit elections). See your registered representative/licensed agent and/or the prospectus for information about optional elections, including availability and the maximum issue age. Investment requirements apply to certain optional benefits.

##### 6(a). Surrender Charge Option:

##### 6(b). Living Benefit Election:

Guaranteed Minimum Withdrawal For Life benefit: Income Plus – Single Life

##### 6(c). Death Benefit Option: *If no optional death benefit is elected, your beneficiary(ies) will receive the standard death benefit provided in the Contract.*

Death Benefit: Maximum Anniversary Value



## 7 Investment Selection / Optional Service Features

### 7(a). Optional Programs

- ☐ Systematic Withdrawal
- ☐ Systematic Investment
- ☒ Automatic Asset Rebalancing  
Frequency: Quarterly

### 7(b). Telephone, Electronic Transaction, and Electronic Delivery Authorization

- ☐ Yes      ☒ No      Telephone Transaction Authorization
- ☐ Yes      ☒ No      Electronic Transaction Authorization

Your Contract, if issued, will allow for pre-authorized transfer privileges. These privileges allow the Owner, the authorized Registered Representative of record and any other person(s) authorized by the Owner of the Contract who can furnish proper identification (upon completion by Owner of the authorization below) to make transfers and to change the allocation of future payments.

The Company and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will NOT be liable for complying with transfer instructions it reasonably believes to be authentic, nor for any loss, damage, costs or expenses in acting in accordance with such instructions, and Owner will bear the risk of any such loss. (not applicable in Nevada)

The Company will employ reasonable procedures to authenticate that the transfer instructions are genuine and will provide confirmation of all transactions to Owner. If the Company does not employ such procedures, it may be liable for losses due to unauthorized or fraudulent instructions. **If no selection is made, the Company will assume that you authorize telephone transfers and/or electronic requests.**

**For applicants in Florida, Iowa, Nevada, New Mexico and North Dakota:** If no election is made, the Company will assume you do NOT want to authorize telephone and/or electronic transfers.

- ☐ Yes      ☒ No      Electronic Delivery Consent:

I consent to electronic delivery by the Company, when available, of:

- Legal disclosure materials (prospectuses and prospectus supplements for the variable annuity and the underlying funds and annual and semiannual reports for the underlying funds).
- Account documents (quarterly statements and confirmations).
- Related correspondence (privacy notice and other notices to customers).

I confirm that I have access to a computer with the hardware and software necessary (Adobe Acrobat®, Internet access, and an active email account) to receive this information electronically—in the form of a compact disc, by email, or by notice to me of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that I must provide my email address under Section 2 of the Application to use this service. I understand that:

- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I may always request a paper copy of this information at any time for no charge, even though I consent to electronic delivery.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time.

This consent is effective until further notice by the Company or until I revoke it.

Please call [1-800-445-7862] if you would like to revoke your consent, receive a paper copy of any of the above information via U.S. mail, or need to update your email address indicated in Section 2 of this Application.

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## 8 Notices and Disclaimers

**Fraud Warning:** (applies to all states, except the states noted below) Any person, who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**For applicants in Arkansas, Rhode Island, and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

**For applicants in Colorado: Fraud Warning:** It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**For applicants in the District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For applicants in Kentucky: Fraud Warning:** Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime.

**For applicants in Louisiana: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**[For applicants in Maryland: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

**For applicants in Maine, Tennessee, Virginia, and Washington: Fraud Warning:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For applicants in New Jersey: Fraud Warning:** Any person who includes any false information on an application for an insurance policy is subject to criminal and civil penalties.

**For applicants in New Mexico: Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to civil fines and criminal penalties.

**For applicants in Ohio:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing any false, incomplete, or misleading information is guilty of insurance fraud.

**For applicants in Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

**For Applicants in Pennsylvania: Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

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## 9 Acknowledgements and Signature(s)

### 9(a). Replacement

- ☐ Yes ☒ No Do you have any existing life insurance or annuity contracts?
- ☐ Yes ☒ No Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity contracts?

If yes to either of the above, please provide the information on the required forms and include them with this Application.

## 9 Acknowledgements and Signature(s) (continued)

### 9(b). California Right-to-Examine Period

**For Owners and Annuitants age 60 and older.** Under California law, there is a 30-day Right-to-Examine period of your Contract. The amount that will be returned to you if you cancel your Contract during this 30-day period will depend on the election below, which designates where your Purchase Payments will be allocated during the Right-to-Examine period. Please check one of the following boxes. If you do not check one of these boxes, we will automatically invest your funds in the cash management investment option for 36 days from the date we issue the Contract.

- ☐ Place my funds into a cash management investment option for 36 days from the date the Company issues the Contract, unless I direct otherwise later during the waiting period.
- ☐ Invest my funds immediately in my chosen stock and/or bond portfolios. I understand that by doing so, I am subjecting my investment to market gain/losses during the waiting period.

### 9(c). Statement of Owner(s)

My answers to the above questions are true and correct to the best of my knowledge and belief. I agree that this Application shall be a part of any Contract issued by the Company. Further,

- I acknowledge receipt of the current prospectuses for this variable annuity and the applicable underlying funds of the trusts and that I have read them carefully and understand their contents (Iowa and Minnesota exempted). If applicable, I consent to receiving the initial prospectus for the variable annuity product on the compact disc (the "CD Prospectus") given to me by my registered representative. I acknowledge that I (i) have access to a personal computer or similar device, (ii) have the ability to read the CD Prospectus using that technology, and (iii) am willing to incur any costs associated with using and maintaining that technology. If I cannot view the CD Prospectus, I have informed my registered representative and he/she has provided me with a paper copy of the prospectus. I understand future prospectus supplements and other amended/updated prospectuses, including the underlying funds prospectus, will be delivered to me in paper form. I also understand that I may request a prospectus in paper format at any time by calling the Annuity Service Center at [1-800-445-7862.]
- After consulting with my registered representative/licensed agent and reviewing the prospectuses, I confirm that this variable annuity is suitable for my objectives and needs. (Minnesota exempted.)
- I understand that all Purchase Payments and values provided by the Contract, when based on investment experience of the variable portfolios or subaccounts, are variable and are not guaranteed as to dollar amount by the Company, the U.S. Government, or any State Government; are not federally insured by the FDIC, the Federal Reserve Board, or any other agency, Federal or State. I bear all market risks, except on amounts allocated to the available Fixed Account Options.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- I understand that the Company reserves the right to allocate my Purchase Payment(s) and any Initial Payment Enhancement(s), if applicable, to the cash management investment option until the end of the Right-to-Examine / Right to Cancel period.
- My signature below indicates that I am providing my investment allocation election on the separate Investment Option Election Form included with this Application.
- For applicants in Alaska: Information provided by the applicant are representations and not warranties.
- For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Joint owner's signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

## 10 Registered Representative/Licensed Agent Information and Signature(s)

- ☐ Yes ☒ No Do you have reason to believe that the applicant has any existing life insurance policies or annuity contracts?
- ☐ Yes ☒ No Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction assuming that the Contract applied for will be issued?

I affirm that I have instructed the applicant to answer the questions in Section 9(a) appropriately. If the answer is "yes", I am providing the information on the required forms and including them with this Application.

I am authorized and/or appointed to sell this variable annuity. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (which includes summary descriptions of the underlying investment options); and (b) have used only current SunAmerica-approved sales material.

**I certify that all information I have taken from the Owner has been truly and accurately recorded on this Application.**

1. Registered Representative's/Licensed Agent's signature: \_\_\_\_\_

Registered Representative's/Licensed Agent's name (please print): Joe Agent

Address: 58910 Agent Street Any City, CA 12345

Phone (310) 555-1245 Licensed Agent ID number 123ABC Email joe@agent.com

Broker / Dealer firm name ABC Broker

2. Registered Representative's/Licensed Agent's name (please print) \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Licensed Agent ID number \_\_\_\_\_ Email \_\_\_\_\_

If Solicitation State is Florida, Florida License Identification number: \_\_\_\_\_

### Commission Option:

**Note:** If there are more than two representatives, please attach all required representative information on a separate document.

<b>State:</b>	Arkansas	<b>Filing Company:</b>	SunAmerica Annuity and Life Assurance Company
<b>TOI/Sub-TOI:</b>	A02.1G Group Annuities - Deferred Non-Variable and Variable/A02.1G.002 Flexible Premium		
<b>Product Name:</b>	Application		
<b>Project Name/Number:</b>	/		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Cert.pdf			
CofR.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Redline		
Comments:			
Attachment(s):			
ASA-579EL (5-12) RED 8-14-12.pdf			

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY  
1 SUNAMERICA CENTER  
LOS ANGELES, CALIFORNIA 90067-6022**

**Certification of Compliance**

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY does hereby certify that the following listed form(s):

Applications: ASA-579EL (5/12)

Do comply with all Sections of the **Arkansas** Insurance Code and regulations applicable to such insurance policies and related forms, and will be so construed. We also certify that we are in compliance with Rule and Regulation 6 regarding Variable Annuity Contracts.

8/15/12

Date



Manda Ghaferi  
Assistant Vice President

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**  
**1 SunAmerica Center**  
**Los Angeles, CA 90067-6022**

**CERTIFICATION OF READABILITY**

This is to certify that the form(s) listed below is/are in compliance with the Flesch Readability Score

**A. Option Selected**

- ☐ 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.
- ☒ 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the Policy are indicated below.

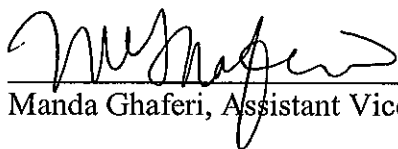
Forms and Form Numbers to which Certificate is applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Application	ASA-579EL (5/12)	50.9

**B. Test Option Selected**

- ☒ 1. Test was applied to entire policy form(s).
- ☐ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

Signed for the Company at Los Angeles, California on 8/14/12.



Manda Ghaferi, Assistant Vice President

# Deferred Variable Annuity Application/Enrollment Form ("Application")



**SunAmerica Annuity and  
Life Assurance Company**  
21650 Oxnard Street, Suite 750  
Woodland Hills, CA 91367-  
499704  
Domicile State: Arizona

**New Business Documents**  
with checks:  
P.O. Box 100330  
Pasadena, CA 91189-0330  
without checks:  
P.O. Box 54299  
Los Angeles, CA 90054-0299

overnight with checks:  
~~Lock Box 100330~~  
Building #6, Suite 120  
2710 Media Center Drive  
Los Angeles, CA 90065  
without checks:  
21650 Oxnard Street, Suite 750  
Woodland Hills, CA 91367-4997

☎ 1-800-445-7862  
💻 [www.sunamerica.com](http://www.sunamerica.com)

Please print or type.

## 1 Product Selection *Solicitation state indicates the state in which this Application is signed.*

Product name: Polaris Platinum III Solicitation state:       Your state      

## 2 Owner(s) / Participant(s) ("Owner") Information

Name John Doe ☒ Male ☐ Female

Address 123 Any street Any City, CA 12345

Birth Date 3/1/1976 SSN 123-45-6789 Phone (310) 555-5555 Email my email@home.com

Joint Owner (if applicable)

Name Jane Doe ☐ Male ☒ Female

Address 123 Any street Any City, CA 12345

Birth Date 6/10/1976 SSN 111-12-3456 Relationship to Owner spouse Phone (310) 555-5555

## 3 Annuitant(s) Information

Name John Doe ☒ Male ☐ Female

Address 123 Any street Any City, CA 12345

Birth Date 3/1/1976 SSN 123-45-6789 Phone (310) 555-5555 Email my email@home.com

Joint Annuitant (if applicable)

Name Jane Doe ☐ Male ☒ Female

Address 123 Any street Any City, CA 12345

Birth Date 6/10/1976 SSN 111-12-3456 Phone (310) 555-5555

ANNUITY PAYMENTS AND VALUES PROVIDED BY THE CONTRACT, WHEN REDEEMED ARE VARIABLE, ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT, AND MAY BE WORTH MORE OR LESS THAN THE TOTAL AMOUNT INVESTED.

For applicants in Alaska only: If You are not satisfied with the Certificate, You may return it to Our Annuity Service Center or to the agent through whom it was purchased within 10 days (30 days if the Certificate replaced any other life insurance or annuity contract(s)) after You receive it. The Company will refund the greater of Purchase Payment(s) paid or the Certificate Value on the business day during which the Certificate is received. If the Certificate replaced any other life insurance or annuity contract(s), the Company will refund the Certificate Value on the business day during which the Certificate is received. Upon any refund, the Certificate shall be void. Upon your written request, we will provide you with factual information regarding benefits and provisions of the annuity Certificate within 10 days.

For applicants in Arizona only: Upon your written request, we will provide you, within a reasonable period of time, factual information regarding the benefits and provisions of the variable annuity Contract for which you are applying. If for any reason you are not satisfied with the Contract, you may return the Contract within ten days (30 days if you are age 65 or older on the date of the application or if the Contract replaced any other life insurance or annuity contract(s)) after you receive it. You will receive an amount equal to the sum of (1) the difference between the premiums paid and the amounts allocated to any account under the Contract and (2) the Contract Value on the date the returned Contract is received by our Company or agent. Upon such refund, the Contract will be void.



#### 4 Beneficiary Information

If the beneficiary type is not selected, the beneficiary will be designated as "primary." Multiple beneficiaries will share the death benefit equally unless otherwise specified. For non-individually owned, custodially held IRAs, 457, and qualified plans, if no beneficiary is listed, the beneficiary will default to the Owner listed on this Application.

Name (First, MI, Last)	Birth Date/ Trust Date	Beneficiary Type	Relationship	SSN/TIN	%
John Doe Jr	7/15/2007	Primary	Son	111-11-1111	100%

#### 5 Contract/Certificate ("Contract") Type and Source of Funds

Initial payment: Make check payable to SunAmerica Annuity. If this is a 1035 Exchange or transfer, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application. See prospectus for minimum Purchase Payment amounts.

Type of Plan: Non-Qualified

Source of Funds:

☒ 1035 Exchange

☐ Transfer

☐ Rollover

☐ Contribution

IRA Tax Year: \_\_\_\_\_

#### 6 Benefit Elections

I am electing an optional living benefit  
I am electing an optional death benefit

☒ Yes ☐ No  
☒ Yes ☐ No

Once elected by the Owner, optional benefits may not be changed or terminated (with the exception of living benefit elections). See your registered representative/licensed agent and/or the prospectus for information about optional elections, including availability and the maximum issue age. Investment requirements apply to certain optional benefits.

##### 6(a). Surrender Charge Option:

##### 6(ba). Living Benefit Election:

Guaranteed Minimum Withdrawal For Life benefit: Income Plus – Single Life

##### 6(cb). Death Benefit Option: *If no optional death benefit is elected, your beneficiary(ies) will receive the standard death benefit provided in the Contract.*

Death Benefit: Maximum Anniversary Value

## 7 Investment Selection / Optional Service Features

### 7(a). Optional Programs

- ☐ Systematic Withdrawal
- ☐ Systematic Investment
- ☒ Automatic Asset Rebalancing

Frequency: Quarterly

### 7(b). Telephone, Electronic Transaction, and Electronic Delivery Authorization

- ☐ Yes    ☒ No    Telephone Transaction Authorization
- ☐ Yes    ☒ No    Electronic Transaction Authorization

Your Contract, if issued, will allow for pre-authorized transfer privileges. These privileges allow the Owner, the authorized Registered Representative of record and any other person(s) authorized by the Owner of the Contract who can furnish proper identification (upon completion by Owner of the authorization below) to make transfers and to change the allocation of future payments.

The Company and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will NOT be liable for complying with transfer instructions it reasonably believes to be authentic, nor for any loss, damage, costs or expenses in acting in accordance with such instructions, and Owner will bear the risk of any such loss. (not applicable in Nevada)

The Company will employ reasonable procedures to authenticate that the transfer instructions are genuine and will provide confirmation of all transactions to Owner. If the Company does not employ such procedures, it may be liable for losses due to unauthorized or fraudulent instructions. **If no selection is made, the Company will assume that you authorize telephone transfers and/or electronic requests.**

**For applicants in Florida, Iowa, Nevada, New Mexico and North Dakota:** If no election is made, the Company will assume you do NOT want to authorize telephone and/or electronic transfers.

- ☐ Yes    ☒ No    Electronic Delivery Consent:

I consent to electronic delivery by the Company, when available, of:

- Legal disclosure materials (prospectuses and prospectus supplements for the variable annuity and the underlying funds and annual and semiannual reports for the underlying funds).
- Account documents (quarterly statements and confirmations).
- Related correspondence (privacy notice and other notices to customers).

I confirm that I have access to a computer with the hardware and software necessary (Adobe Acrobat®, Internet access, and an active email account) to receive this information electronically—in the form of a compact disc, by email, or by notice to me of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that I must provide my email address under Section 2 of the Application to use this service. I understand that:

- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I may always request a paper copy of this information at any time for no charge, even though I consent to electronic delivery.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time.

This consent is effective until further notice by the Company or until I revoke it.

Please call [1-800-445-7862] if you would like to revoke your consent, receive a paper copy of any of the above information via U.S. mail, or need to update your email address indicated in Section 2 of this Application.

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## 8 Notices and Disclaimers

**Fraud Warning:** (applies to all states, except the states noted below) Any person, who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**For applicants in Arkansas, Rhode Island, and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

**For applicants in Colorado: Fraud Warning:** It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**For applicants in the District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For applicants in Kentucky: Fraud Warning:** Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime.

**For applicants in Louisiana: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**[For applicants in Maryland: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

**For applicants in Maine, Tennessee, Virginia, and Washington: Fraud Warning:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For applicants in New Jersey: Fraud Warning:** Any person who includes any false information on an application for an insurance policy is subject to criminal and civil penalties.

**For applicants in New Mexico: Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to civil fines and criminal penalties.

**For applicants in Ohio:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing any false, incomplete, or misleading information is guilty of insurance fraud.

**For applicants in Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

**For Applicants in Pennsylvania: Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

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## 9 Acknowledgements and Signature(s)

### 9(a). Replacement

- ☐ Yes ☒ No Do you have any existing life insurance or annuity contracts?
- ☐ Yes ☒ No Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity contracts?

If yes to either of the above, please provide the information on the required forms and include them with this Application.

## 9 Acknowledgements and Signature(s) (continued)

### 9(b). California Right-to-Examine Period

For Owners and Annuitants age 60 and older. Under California law, there is a 30-day Right-to-Examine period of your Contract. The amount that will be returned to you if you cancel your Contract during this 30-day period will depend on the election below, which designates where your Purchase Payments will be allocated during the Right-to-Examine period. Please check one of the following boxes. If you do not check one of these boxes, we will automatically invest your funds in the cash management investment option for 36 days from the date we issue the Contract.

- ☐ Place my funds into a cash management investment option for 36 days from the date the Company issues the Contract, unless I direct otherwise later during the waiting period.
- ☐ Invest my funds immediately in my chosen stock and/or bond portfolios. I understand that by doing so, I am subjecting my investment to market gain/losses during the waiting period.

### 9(c). Statement of Owner(s)

My answers to the above questions are true and correct to the best of my knowledge and belief. I agree that this Application shall be a part of any Contract issued by the Company. Further,

- ~~• I acknowledge receipt of the current prospectuses for this variable annuity and the applicable underlying funds of the trusts.~~
- ~~• I acknowledge that I have read the current prospectus for this variable annuity and the applicable underlying funds of the trusts carefully and understand their contents. (Iowa and Minnesota exempted).~~
- I acknowledge receipt of the current prospectuses for this variable annuity and the applicable underlying funds of the trusts and that I have read them carefully and understand their contents (Iowa and Minnesota exempted). If applicable, I consent to receiving the initial prospectus for the variable annuity product on the compact disc (the "CD Prospectus") given to me by my registered representative. I acknowledge that I (i) have access to a personal computer or similar device, (ii) have the ability to read the CD Prospectus using that technology, and (iii) am willing to incur any costs associated with using and maintaining that technology. If I cannot view the CD Prospectus, I have informed my registered representative and he/she has provided me with a paper copy of the prospectus. I understand future prospectus supplements and other amended/updated prospectuses, including the underlying funds prospectus, will be delivered to me in paper form. I also understand that I may request a prospectus in paper format at any time by calling the Annuity Service Center at [1-800-445-7862.]
- After consulting with my registered representative/licensed agent and reviewing the prospectuses, I confirm that this variable annuity is suitable for my objectives and needs. (Minnesota exempted.)
- I understand that all Purchase Payments and values provided by the Contract, when based on investment experience of the variable portfolios or subaccounts, are variable and are not guaranteed as to dollar amount by the Company, the U.S. Government, or any State Government; are not federally insured by the FDIC, the Federal Reserve Board, or any other agency, Federal or State. I bear all market risks, except on amounts allocated to the available Fixed Account Options.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- I understand that the Company reserves the right to allocate my Purchase Payment(s) and any Initial Payment Enhancement(s), if applicable, to the cash management investment option until the end of the Right-to-Examine / Right to Cancel period.
- My signature below indicates that I am providing my investment allocation election on the separate Investment Option Election Form included with this Application.
- For applicants in Alaska: Information provided by the applicant are representations and not warranties.
- For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Joint owner's signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

## 10 Registered Representative/Licensed Agent Information and Signature(s)

- ☐ Yes ☒ No Do you have reason to believe that the applicant has any existing life insurance policies or annuity contracts?
- ☐ Yes ☒ No Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction assuming that the Contract applied for will be issued?

I affirm that I have instructed the applicant to answer the questions in Section 9(a) appropriately. If the answer is "yes", I am providing the information on the required forms and including them with this Application.

I am authorized and/or appointed to sell this variable annuity. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (which includes summary descriptions of the underlying investment options); and (b) have used only current SunAmerica-approved sales material.

I certify that all information I have taken from the Owner has been truly and accurately recorded on this Application.

1. Registered Representative's/Licensed Agent's signature: \_\_\_\_\_

Registered Representative's/Licensed Agent's name (please print): Joe Agent

Address: 58910 Agent Street Any City, CA 12345

Phone (310) 555-1245 Licensed Agent ID number 123ABC Email joe@agent.com

Broker / Dealer firm name ABC Broker

2. Registered Representative's/Licensed Agent's name (please print) \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Licensed Agent ID number \_\_\_\_\_ Email \_\_\_\_\_

Broker / Dealer firm name \_\_\_\_\_

If Solicitation State is Florida, Florida License Identification number: \_\_\_\_\_

### Commission Option:

Note: If there are more than two representatives, please attach all required representative information on a separate document.

If more than one representative, please indicate commission split: Representative 1: \_\_\_\_\_ Representative 2: \_\_\_\_\_

~~Note: If there are more than two representatives, please attach all required representative information, including commission split among all representatives, on a separate document.~~